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15 Attorneys for Defendants  
CROWDFLOWER, INC., LUKAS BIEWALD  
16 AND CHRIS VAN PELT

17  
18 UNITED STATES DISTRICT COURT  
19 NORTHERN DISTRICT OF CALIFORNIA  
20 SAN FRANCISCO DIVISION

21 CHRISTOPHER OTEY, on behalf of  
himself and all others similarly situated,

22 Plaintiff,

23 v.

24 CROWDFLOWER, INC., LUKAS  
25 BIEWALD and CHRIS VAN PELT,

26 Defendant.  
27  
28

Case No. 3:12-cv-05524-JST

JUDGE: HONORABLE JON S. TIGAR

**[PROPOSED] ORDER GRANTING  
DEFENDANTS' ADMINISTRATIVE  
MOTION SEEKING LEAVE TO  
CORRECT RECORD [DKT. 168]**

**[FED. R. CIV. P. 72(a); N.D. Civ. L.R. 72-2]**

**ORDER**

Defendants' ("Defendants") Administrative Motion Seeking Leave to Correct Record (Dkt. 168) came before this Court without hearing, pursuant to Northern District of California Local Rule 7-11. The Court having considered the evidence proffered in support of and in opposition to Defendants' Motion, having read and considered the supporting and opposition points and authorities, and good cause appearing therefor,

**IT IS HEREBY ORDERED** that Defendants' Administrative Motion to Correct Record is **GRANTED**. The following statements are hereby stricken from the Court's Order Granting Motion for Conditional Certification of Collective Action [ECF No. 167]:

- CrowdFlower requires each contributor to enter into a written agreement ("the Agreement") before they can perform any tasks. . . . ;
- CrowdFlower assigns tasks to contributors based on their prior performance; contributors with weaker performances are assigned lower-paying tasks. . . .

(ECF 167 pp. 2-3).

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
HON. JON S. TIGAR  
UNITED STATES DISTRICT JUDGE

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